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10 Attorneys for Plaintiff  
11 VANESSA DAVISSON dba GIRLFRIEND'S KITCHEN

12 UNITED STATES DISTRICT COURT

13 FOR THE NORTHERN DISTRICT OF CALIFORNIA

14 \*E-FILED - 2/7/07\*

15 VANESSA DAVISSON dba GIRLFRIEND'S ) Case No. C 06 7565 RMW RS  
16 KITCHEN, )  
17 vs. ) Plaintiff, ) **PLAINTIFF'S EX PARTE MOTION TO**  
18 ) **DISMISS ACTION WITHOUT**  
19 ) **PREJUDICE AND FOR COURT TO**  
20 ) **MAINTAIN JURISDICTION**  
21 ) **AND ORDER OF DISMISSAL**  
22 THE SHIKSA AND THE PRINCESS, INC., a )  
23 Utah corporation; MGFK, INC., a Utah )  
24 corporation; STRIVING FOR COL.3, INC., a )  
25 California corporation; CELÈNE MESA, an )  
26 individual, and GWEN SADLER, an )  
27 individual, )  
28 Defendants. )

20 Plaintiff Vanessa Davisson hereby moves the court to dismiss this action without  
21 prejudice and to request that the court maintain jurisdiction if needed to enforce the terms  
22 of the parties' Settlement Agreement.

23 This case concerns Plaintiff's claim of trademark infringement. Plaintiff's  
24 California state-registered mark is GIRLFRIEND'S KITCHEN and Defendants' mark is  
25 MY GIRLFRIEND'S KITCHEN. Both parties are in some part of the food preparation  
26 business.

1 The parties have settled the case. As part of the negotiated settlement, the parties  
2 agreed that a dismissal without prejudice would be filed, and this motion would be made  
3 to the court to maintain jurisdiction, if needed. Some terms of the agreement are  
4 confidential. Notably, however, the consideration as between the parties has a  
5 performance lifespan of thirty (30) months. If there is a breach of performance, the  
6 parties have agreed that a motion then can be made to the court to set aside the dismissal,  
7 attaching a full copy of the settlement agreement and with notice to the other party, in  
8 order to seek a judgment to enforce the terms of the settlement agreement.

9 Plaintiff respectfully requests that the court enter the submitted Order of Dismissal  
10 of Action, a copy of which is attached hereto as Exhibit A.

Respectfully submitted,

13 | Dated: January 18, 2007

OWEN, WICKERSHAM & ERICKSON, P.C.

By: /s/ Lawrence G. Townsend

Lawrence G. Townsend

Alica del Valle

Attorneys for Plaintiff VANESSA DAVISSON dba  
GIRLFRIEND'S KITCHEN

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## EXHIBIT A

1 LAWRENCE G. TOWNSEND, SBN 88184  
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10 Attorneys for Plaintiff  
11 VANESSA DAVISSON dba GIRLFRIEND'S KITCHEN

12 UNITED STATES DISTRICT COURT

13 FOR THE NORTHERN DISTRICT OF CALIFORNIA

14 VANESSA DAVISSON dba GIRLFRIEND'S ) Case No. C 06 7565 RMW RS  
15 KITCHEN, )  
16 Plaintiff, ) **ORDER RE DISMISSAL OF  
17 vs. ) COMPLAINT WITHOUT PREJUDICE**  
18 )  
19 THE SHIKSA AND THE PRINCESS, INC., a )  
20 Utah corporation; MGFK, INC., a Utah )  
21 corporation; STRIVING FOR COL.3, INC., a )  
22 California corporation; CELENE MESA, an )  
23 individual, and GWEN SADLER, an )  
24 individual, )  
25 Defendants. )  
26 )  
27 )  
28 )

The Court having considered the Plaintiff's ex parte motion to dismiss action without  
prejudice and for Court to maintain jurisdiction, and good cause appearing therefor,

IT IS HEREBY ORDERED

1. That the complaint be and hereby is dismissed without prejudice; and
2. That the Court shall maintain jurisdiction of the action to enforce the terms of the  
parties' Settlement Agreement as referenced in Plaintiff's motion.

Exhibit A to Plaintiff's Ex Parte Motion to Dismiss Action Without Prejudice And For Court to Maintain Jurisdiction

1 IT IS SO ORDERED.  
2

3 Dated: 2/7/07

*Ronald M. Whyte*

4 Ronald M. Whyte  
United States District Judge  
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Owen, Wickersham & Erickson, P.C.  
455 Market Street, 19th Floor ~ San Francisco, California 94105  
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Exhibit A to Plaintiff's Ex Parte Motion to Dismiss Action Without Prejudice And For Court to Maintain Jurisdiction

## **CERTIFICATE OF SERVICE**

I am a citizen of the United States; employed in the County of San Francisco, State of California, over the age of eighteen; and not a party to this action. My business address is 455 Market Street, 19th Floor, San Francisco, California 94105.

5 On January 18, 2007, I served the following document(s):

**PLAINTIFF'S EX PARTE MOTION TO DISMISS ACTION WITHOUT  
PREJUDICE AND FOR COURT TO MAINTAIN JURISDICTION**

on the below-listed parties by U.S. Mail, addressed as follows:

The Shiksa and The Princess  
1875 Fort Union Boulevard  
Salt Lake City, UTAH 84121

My Girlfriend's Kitchen  
1875 Fort Union Boulevard  
Salt Lake City, UTAH 84121

BY MAIL: Such correspondence was deposited, with postage fully prepaid, in a United States Post Office mail box at San Francisco, California on the same day in the ordinary course of business.

[ ] BY FAXSIMILE: Such document was faxed to the facsimile transmission machine with the facsimile machine number stated above. Upon completion of the transmission, the transmitting machine issued a transmission report showing the transmission was complete and without error.

[ ] BY FEDERAL EXPRESS: Such document(s) was placed in a Federal Express envelope/package for overnight delivery and receipt the next morning by recipient. Such envelope/package was taken to a Federal Express drop-off location in the ordinary course of business.

[ ] BY ELECTRONIC MAIL: Such document(s) was transmitted to the E-mail address stated above. Said mail was not returned marked "undeliverable."

I declare, under penalty of perjury, that the foregoing is true and correct and is executed  
January 18, 2007 at San Francisco, California.

/s/ B.C. Dunne  
B.C. Dunne